

**SINGLE VENDOR AUCTION AGREEMENT ("AGREEMENT")**

**DATE:** 11 December 2019

**WHEREAS** the Parties wish to hold an auction for a collection of motor cars, various tools and parts, and memorabilia subject to the terms and conditions of this Agreement.

**IN CONSIDERATION** of the respective covenants and agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are mutually acknowledged), the Parties (defined below) covenant and agree as follows:

- 1. Parties:** The Parties subject to this Agreement are as follows:
  - 1.1. RM Auctions, Inc. d.b.a. RM Sotheby's of 5536 County Road 11A, Auburn, IN 46706 and its respective partners, officers, directors, shareholders, employees, consultants, agents, accountants, lawyers, representatives, affiliates, successors, or designates ("RMS");
  - 1.2. Mark Iammartino, not individually but solely as Chapter 11 trustee for the bankruptcy estate of Najeeb Ahmed Khan (the "**Khan Trustee**") c/o Development Specialists, Inc., 10 South LaSalle Street, Suite 3300, Chicago, IL 60603; and
  - 1.3. Kelly M. Hagan, not individually but solely as Chapter 11 trustee for the bankruptcy estates of NAK Holdings, LLC, GN Investments, LLC, and KRW Investments, Inc. (the "**Michigan Corporate Trustee**") c/o Hagan Law Offices, PLC of P.O. Box 6844, Traverse City, MI 49696.

For the convenience of the Parties, the Khan Trustee and the Michigan Corporate Trustee are collectively referred to herein as "**Consignor**"). Notwithstanding any other provision contained herein, (i) the Khan Trustee, the Michigan Corporate Trustee and RMS hereby agree that in those provisions hereof that implicate one or more Motor Car(s) or Any Other Lot(s) (e.g., 9.1, 9.6, 10.1, 11.4 and 14.1), the rights, liabilities and duties of "**Consignor**" under such provisions shall be held by the Chapter 11 Trustee (the Khan Trustee or Michigan Corporate Trustee, as applicable) of the bankruptcy estate that owns the relevant Motor Car(s) or Any Other Lot(s) with respect to those items and not by the other Chapter 11 Trustee; and (ii) Consignor shall not be bound by the terms hereof until Consignor is authorized to enter into this Agreement by the United States Bankruptcy Court for the Western District of Michigan, or such other U. S. Bankruptcy Court then having jurisdiction over the Bankruptcy Cases in which Consignor serve as Trustees (the "**Bankruptcy Court**");

(RMS and Consignor together "**Parties**")

- 2. Collection:**
  - 2.1. The motor cars and memorabilia described in this Agreement are outlined in Schedule 2 ("**Motor Car(s) or Any Other Lot(s)**" or the "**Collection**"), which is substantially complete but is subject to finalization by the Parties. Consignor shall not have any liability to RMS for any Motor Car(s) or Any Other Lot(s) withdrawn from Schedule 2 in connection with such finalization, under section 22.2 hereof or otherwise.
    - 2.1.1. The Parties mutually agree to finalize Schedule 2 in good faith by 15 January 2020, and no later than 31 January 2020. Upon finalization, the *Withdrawn Motor Car(s) or Any Other*

*Lot(s)* clause will apply.

- 2.2. The Parties agree that in addition to the Motor Car(s) or Any Other Lot(s) outlined in Schedule 2, there are various tools and parts currently located in hangars and/or warehouses that will also be offered for sale at the Auction (defined below).
- 2.3. Upon mutual agreement of the Parties, [16] cars and [6] motorcycles located offsite from Elkhart, Indiana, most of which reside in Arizona, will either be transported back to Indiana to join the Collection Auction or, alternately, be consigned to an on-going RMS calendar catalog auction, as mutually agreed. Cost of relocation of any such cars and motorcycles shall be borne by RMS.
3. **Auction:** The Parties agree that the Consignor will provide and RMS will conduct an Auction for the Motor Car(s) or Any Other Lot(s) at 2800 Aeroplex Drive, Elkhart, IN 46514 ("Auction Premises") with the Auction preview on 30 April 2020 and the Auction being held from 1 – 2 May 2020 ("Auction"). At the Auction, all of the Motor Car(s) or Any Other Lot(s) shall be expressly sold in accordance with the "As Is, Where Is" term that is set out in the Bidders' Conditions of Business that all Bidders are contractually bound by ("As Is, Where Is") and is outlined below:

**All Sales Are "As Is" and "Where Is."** No warranties or representations of any type whatsoever are made by any person or entity regarding any motor car or any other lot offered in an RM sale. Statements printed in catalogues, online content, pre-mailers, advertisements, brochures, signs, and window cards, as well as verbal statements made by auctioneers or auction staff, are based on statements of Najeeb Khan and historical files, if any, and neither RM nor the Consignor has any obligation to verify or authenticate any such statements. All motor cars or any other lots are sold as is, where is, with no representations or warranties, expressed or implied. THE CONSIGNORS AND RM DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY; ORIGIN OR PROVENANCE; PREVIOUS USE OR OWNERSHIP; MANUFACTURING OR RESTORATION PROCESSES; YEAR OR AGE; SERIAL NUMBER, MAKE, OR MODEL; OPTIONS AND TOOLS; ENGINE HOURS; AND MILEAGE OF ANY MOTOR CAR OR ANY OTHER LOT OR COMPONENT OF ANY MOTOR CAR OR ANY OTHER LOT, AND THEY SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 3.1. Upon the mutual agreement of the Parties, if the Auction cannot be held for whatever reason during the weekend of 1 May, the Auction will be held the weekend of 29 May 2020.
4. **RMS Receiving Motor Car(s) or Any Other Lot(s) in Trust:** Any consigned Motor Car(s) or Any Other Lot(s) is/are delivered to RMS in trust under the exact terms set forth in this Agreement. RMS agrees to receive the Motor Car(s) or Any Other Lot(s) in trust and agrees not to permit its/their use for any other purposes, other than those contained in this Agreement, without the express written consent of the Consignor.
5. **Services:**
  - 5.1. RMS agrees to act as an agent for the Consignor and to provide Auction services, including but not limited to, a sales facility, clerks, support staff, event advertising, security, and promotion. In connection with the Auction, RMS will have absolute discretion with regard to the Motor Car(s) or Any Other Lot(s) or any RMS auction as to (a) consulting any expert either before or after the sale,

(b) researching the provenance, (c) grouping and providing catalogue and other descriptions as may be appropriate, (d) marketing and promotion of the sale, and (e) any other services required to conduct the sale.

**5.2. RMS will provide two Auctioneers for the Auction.**

**5.2.1. RMS will provide a list of four to five Auctioneers employed by RMS to the Consignor; RMS will recommend the two Auctioneers for the sale. The Consignor shall then choose two Auctioneers from the list to provide auctioneer services for the Auction.**

**5.2.2. RMS will ensure the final two Auctioneers have the relevant licenses for the Auction in the State of Indiana.**

**6. Reserve(s): The Motor Car(s) or Any Other Lot(s) shall be offered without reserve(s).**

**6.1. Upon mutual agreement of the Parties and, subject to further review and discussion between the Parties, reserve prices may be placed on the 2015 Jaguar E-Type Lightweight, 2017 Jaguar XKSS, and the 2018 Jaguar D-Type (together "Jaguar Continuation Cars") as outlined in Schedule 2 at a later date but no later than the catalogue deadline for the Auction, which is expected to be on or around March 16, 2020.**

**6.2. Upon execution of this Agreement, RMS will use commercially reasonable efforts to secure irrevocable bids ("IB" or "IBs") for the Jaguar Continuation Cars by working with Jaguar Classic of Jaguar Land Rover Limited and/or working with select RMS clients to secure IB agreements, whereby select bidder(s) enter into contractual agreement(s) in advance of the auction to provide a minimum bid on the Jaguar Continuation Cars. Subject to approval by the Bankruptcy Court, Consignor and RMS may mutually agree to provide a financial incentive to prospective bidder(s), to be negotiated with the prospective bidder(s), to enter into such IB agreement(s).**

**7. Entry Fee(s) and Marketing Fee(s): RMS' standard entry fee(s) and marketing fee(s) are hereby waived.**

**8. Commissions:**

**8.1. For the sale of Motor Car(s) or Any Other Lot(s) at the Auction, the Seller's Commission will be waived.**

**8.2. The Consignor acknowledges that in addition to the Hammer Price(s) (the last accepted bid(s) is/are the Hammer Price(s) ("Hammer Price(s)")), the winning Bidder(s) is/are required to pay RMS a percentage of the Hammer Price(s) as outlined below, which RMS retains as the Buyers' Premium for the purchase of each Motor Car(s) or Any Other Lot(s):**

**8.2.1. In the event of a final Hammer Price(s) of US\$250,000 and below on all motor car lots, RMS will receive a Buyers' Premium of 12%.**

**8.2.2. In the event of a final Hammer Price(s) above US\$250,000 on all motor car lots, RMS will receive a Buyers' Premium of 12% on the first US\$250,000 and will receive a Buyers' Premium of 10% on the Hammer Price(s) above US\$250,000.**

- 8.2.3. Buyers of all non-motor car lots, including but not limited to memorabilia, motorcycles, boats, trailers, jewelry, and clothing, are required to pay RMS a Buyers' Premium of 20% on the Hammer Price(s) of those particular lots.

(the fees described in this section 8.2 are hereinafter referred to as the "Buyers' Premium").

**9. Proceeds to Consignor:**

- 9.1. As an accommodation to the Consignor, RMS agrees to act as an intermediary between the Consignor and the Buyer(s) by accepting the purchase price(s) from the Buyer(s), transferring the Motor Car(s) or Any Other Lot(s) to the Buyer(s), and delivering the amounts due to the Consignor under this Agreement. To the extent that the Motor Car(s) or Any Other Lot(s) is/are sold by RMS during the term of this Agreement, RMS shall disburse the proceeds thereof to Consignor within 20 business days after the sale, provided that the purchase price(s) and fees have been received by RMS, in accordance with the terms of this Agreement. Consignor shall hold such sale proceeds in segregated accounts pending further order of the Bankruptcy Court. RMS shall have no recourse to Consignor for any Buyers' Premium, which shall be the sole responsibility of the applicable Bidders.
- 9.2. As used in this Agreement, a "sale" occurs between the Consignor and the Buyer(s) when the hammer or equivalent device or mechanism drops on the Hammer Price(s) or when the auctioneer awards the Motor Car(s) or Any Other Lot(s) to the highest Bidder(s).
- 9.3. The Consignor authorizes RMS to release the Motor Car(s) or Any Other Lot(s) to the successful Buyer(s) upon RMS receiving full payment of cleared funds from the Buyer(s) or financing terms that are mutually agreed to with both RMS and Consignor.
- 9.4. The Consignor agrees to rely solely upon proceeds received by RMS from the Buyer(s) for payment for the Motor Car(s) and Any Other Lot(s). In the rare circumstance that RMS deems it necessary to take a lower value than the Hammer Price(s) from the Buyer(s) to maintain the sale of a Motor Car(s) or Any Other Lot(s), RMS will provide the Consignor with the amount received from the Buyer(s) less applicable Buyers' Premium, taxes, and expenses and not the original amount owed under this Agreement.
- 9.5. Before payment of any money due to the Consignor is to be made, the Consignor agrees to provide RMS with the documents (e.g., a Bankruptcy Court order authorizing sale of relevant Motor Car(s) or Any Other Lot(s) free and clear of liens, claims and encumbrances) necessary to transfer the Ownership (defined below) of the Motor Car(s) or Any Other Lot(s) to the Buyer(s).
- 9.6. If RMS has reason to believe that the (i) Consignor has materially breached the terms and conditions of this Agreement, (ii) Intentionally omitted, and/or (iii) Consignor's actions could potentially cause RMS material liability ("dispute"), RMS, at its sole discretion, may withhold payment to the Consignor in an amount not to exceed the lesser of RMS's asserted damages resulting therefrom and the purchase price of applicable Motor Car(s) or Any Other Lot(s), and shall maintain such funds in a segregated account until the dispute has been resolved by the Bankruptcy Court.
10. **Exclusivity:** The Consignor grants to RMS the exclusive right and authority to advertise and sell the Motor Car(s) or Any Other Lot(s) for a period beginning with the date of this Agreement and ending 60 business days following the Auction. In no event shall RMS's exclusivity rights in this section exist beyond August 15, 2020.

- 10.1. If the Motor Car(s) or Any Other Lot(s) is/are sold prior to the Auction and RMS has not agreed in writing to this sale, the Motor Car(s) or Any Other Lot(s) will then be considered "withdrawn" from the Auction by the Consignor, and the Consignor agrees to abide by clause 22, *Withdrawn Motor Car(s) or Any Other Lot(s)*, of this Agreement.
- 10.2. If the Motor Car(s) or Any Other Lot(s) do(es) not sell at Auction, the Consignor grants RMS the authority to list the Motor Car(s) or Any Other Lot(s) for sale on RMS' Private Sales website and advertise, in other media at RMS' discretion, the Motor Car(s) or Any Other Lot(s) for sale up to 60 days after the Auction at prices(s) mutually agreed by RMS and Consignor. RMS shall not receive any commission from the Consignor but shall be entitled to receive the applicable Buyers' Premium from the Buyer(s), whether the Motor Car(s) or Any Other Lot(s) is/are sold via auction or private sale.
11. **Titles, Registration Documents, and/or Appropriate Documents Evidencing Chain of Ownership to Motor Car(s) or Any Other Lot(s):**
  - 11.1. Consignor shall provide any and all titles, registration documents, or appropriate documents evidencing Ownership and/or government registrations (such as Purchase Agreements and Bills of Sale) ("Titles") to the Motor Car(s) or Any Other Lot(s) to RMS prior to the Auction of the Motor Car(s) or Any Other Lot(s).
  - 11.2. The Consignor warrants that the Consignor is the sole owner of the Motor Car(s) or Any Other Lot(s), and/or that, upon approval of this Agreement and the Auction by the Bankruptcy Court, the Consignor shall have the necessary legal authority to sell the Motor Car(s) or Any Other Lot(s) ("Ownership") pursuant to the terms of this Agreement.
  - 11.3. The Consignor agrees to provide RMS with such lien releases and/or other documents (e.g., a Bankruptcy Court order authorizing sale of relevant Motor Car(s) or Any Other Lot(s) free and clear of liens, claims and encumbrances) necessary for RMS to transfer clear and marketable Titles to the Motor Car(s) or Any Other Lot(s) at the Auction.
  - 11.4. The Consignor will indemnify and hold RMS harmless from any claims, demands, losses, expenses, damages, costs, actions, and liabilities, including and without limitation to court costs and attorney fees, of whatever kind or nature that may or may not occur, whether known or unknown, on the account of or arising out of all matters related to the Ownership and Titles, except for any such matters arising from RMS's gross negligence or willful misconduct. Consignor's indemnification liability with respect to the sale of any Motor Car(s) or Any Other Lot(s) shall not exceed the purchase price at the Auction for such item(s).
12. **Power of Attorney/Power of Agency:** The Consignor agrees to grant and execute a Continuing Power of Attorney/Power of Agency (attached as Schedule 12) wherein the Consignor hereby constitutes and appoints RMS and any employee acting in its capacity as an RMS representative to be the Consignor's lawful Attorney-in-Fact, for the sole purpose of facilitating the sale and transferring Titles for the Motor Car(s) or Any Other Lot(s), in accordance with the Agreement.
13. **Non-Payment by Buyer(s):** In the event of non-payment by the Buyer(s), RMS will endeavor to use reasonable efforts to enforce payment from the Buyer(s); however, RMS shall not be liable to the Consignor for payment. If the Buyer(s) do(es) not pay RMS, then at RMS' reasonable discretion after consulting with Consignor, RMS may cancel the sale and return the Motor Car(s) or Any Other Lot(s) to the Consignor, enforce payment by the Buyer(s), or take other actions permitted by law. Notwithstanding the preceding sentences, if RMS has paid any portion of the



purchase price(s) for such Motor Car(s) or Any Other Lot(s) to the Consignor, but the purchase price(s) has/have not been collected from the Buyer(s) of the Motor Car(s) or Any Other Lot(s), the Consignor hereby agrees, simultaneously with such payment, to assign to RMS any and all rights that the Consignor may have against such Buyer(s) to the extent of such payment, whether at law, in equity, or under the terms and conditions of this Agreement. The Consignor agrees to execute any documents reasonably necessary to evidence this assignment, including with respect to the Consignor's representations, warranties and indemnities as set forth in this Agreement. The Consignor authorizes RMS, at RMS' sole discretion, to impose on any Buyer(s), and retain for Consignor's account, a late charge if payment is not made in accordance with the terms and conditions of this Agreement.

**14. Motor Car(s) or Any Other Lot(s) Description(s):**

- 14.1. The Consignor agrees to accept sole responsibility and liability for any representations made by RMS that accurately repeat the information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the Motor Car(s) or Any Other Lot(s), and also to indemnify, defend, and hold RMS harmless from any claims that may be made with respect to any such representations, unless such claims arise from RMS's gross negligence or willful misconduct. RMS shall inform all Bidders that Motor Car(s) and Any Other Lot(s) are being sold on an As Is, Where Is basis as outlined in clause 3 of this Agreement.
- 14.2. The Consignor is required to review and approve any and all catalogue descriptions within 5 business days of receiving the catalogue description from RMS' Research department; if RMS does not receive a response to its request to review within 5 business days, RMS will consider this an approval of the catalogue description and a representation that RMS can rely upon. The catalogue shall inform bidders of the terms of sale set forth in the last sentence of Section 14.1.

**15. Motor Car(s) or Any Other Lot(s) Operation:**

- 15.1. The Consignor acknowledges that, should RMS, at RMS' sole discretion, determine that the Motor Car(s) or Any Other Lot(s) is/are not safe to operate or move, the Motor Car(s) or Any Other Lot(s) will not be allowed across the block.
- 15.2. The Consignor authorizes RMS, at RMS's own expense and with the prior written consent of Consignor, to perform Minor Work (defined below) on the Motor Car(s) or Any Other Lot(s) to facilitate the Motor Car(s) or Any Other Lot(s) starting and presentation for sale. The Consignor will hold RMS harmless and indemnify RMS from any damage or liability caused by the Minor Work performed by RMS' staff on the Motor Car(s) or Any Other Lot(s), except to the extent such damages or liability arise from RMS' gross negligence or willful misconduct. Consignor's liability hereunder shall not exceed the purchase price of the relevant Motor Car(s) or Any Other Lot(s).
  - 15.2.1. The term "Minor Work" will include, but is not limited to, work associated with batteries, gas, and reasonable detailing for the purposes of a sale for a complete Motor Car(s) or Any Other Lot(s).
  - 15.2.2. If RMS deems more than "Minor Work" is required and the Consignor wishes not to perform the necessary work, the Consignor acknowledges that the Motor Car(s) or Any Other Lot(s) may not achieve full value and thereby, reducing the Consignor's potential net proceeds.

16. **Drivers:** The Consignor acknowledges and grants permission for RMS and its insured employees and agents, at RMS's expense, to move the Motor Car(s) or Any Other Lot(s) from time to time before, during, or after the sale for sole purposes of executing the Auction; provided, however, RMS and its employees shall not drive any Motor Car(s) on the open road. The Consignor acknowledges that it is the Consignor's responsibility to maintain sufficient insurance coverage to permit such moving, and the Consignor specifically agrees to indemnify, defend, and hold RMS harmless from any liability that may result from such movement of the Motor Car(s) or Any Other Lot(s), except to the extent that such liability arises from RMS's gross negligence or willful misconduct. Consignor's liability hereunder shall not exceed the purchase price of the relevant Motor Car(s) or Any Other Lot(s).
17. **Cancellation/Rescission of Auction:** RMS will use reasonable efforts to avoid cancellation/rescission; however, RMS has the sole discretion to cancel/rescind the Auction and will not be liable to the Consignor for any losses or damages resulting from the cancellation/rescission if RMS reasonably believes the following events have occurred or have a reasonable probability of occurring:
  - 17.1. Force majeure events, including but not limited to:
    - 17.1.1. Any natural disaster or Act of God that, despite reasonable efforts, materially restricts RMS from holding the Auction;
    - 17.1.2. Structural damage to the Auction venue prior to the Auction that, despite reasonable efforts, materially restricts RMS from holding the Auction; and
    - 17.1.3. A terrorist event that, despite reasonable efforts, materially restricts RMS from holding the Auction.
  - 17.2. Government/court actions, orders, injunctions, regulations, laws, or non-compliance with applicable rules, regulations, or laws to hold an Auction that necessitate a cancellation.
18. **Cancellation/Rescission of Motor Car(s) or Any Other Lot(s):** RMS will use reasonable efforts to avoid cancellation/rescission; however, RMS has the sole discretion to cancel/rescind the sale of a Motor Car(s) or Any Other Lot(s) and will not be liable to the Consignor for any losses or damages resulting from the cancellation/rescission if RMS reasonably believes the following events have occurred or have a reasonable probability of occurring:
  - 18.1. The Motor Car(s) or Any Other Lot(s) has/have been intentionally and materially misrepresented by the Consignor;
  - 18.2. Physical damage to the Motor Car(s) or Any Other Lot(s), which cannot be sufficiently repaired prior to the Auction, occurred after this Agreement was signed;
  - 18.3. RMS is served with a lawsuit from a third party or court order in relation to the Motor Car(s) or Any Other Lot(s) that materially limits RMS's ability to sell it/them;
  - 18.4. Intentionally omitted;
  - 18.5. Material issues regarding the Titles, registrations, or transfer of Ownership that cannot be reasonably cured;

- 18.6. **Material issues regarding the provenance, merchantability, or authenticity of the Motor Car(s) or Any Other Lot(s) that cannot be reasonably cured;**
- 18.7. **Government/court actions, orders, injunctions, regulations, laws, or non-compliance with applicable rules, regulations, or laws to sell the Motor Car(s) or Any Other Lot(s) at Auction that necessitate a cancellation; or**
- 18.8. **If there are legitimate claims, accusations, notices, or similar communications made by the Buyer(s) in regard to their purchase of a Motor Car(s) or Any Other Lot(s) not being authentic having an encumbered Title(s) or registration, or having a similar claim, RMS has the right to cancel the sale of the applicable Motor Car(s) or Any Other Lot(s) and reimburse the payment to the Buyer(s) if RMS determines in its reasonable discretion that the Buyer(s)' claims are valid.**
19. **Estimates and Catalogue Descriptions:** Any pre-sale estimates are intended as guides for prospective Bidders. RMS makes no representation or warranty of the anticipated selling price(s) of a Motor Car(s) or Any Other Lot(s), and no estimate(s) anywhere by RMS of the selling price(s) of a Motor Car(s) or Any Other Lot(s) may be relied upon as a prediction of the actual selling price(s). Estimates included in catalogues, online, in pre-mailers, in any advertisements, or elsewhere are preliminary only, and they are subject to revision by RMS from time to time at its sole discretion. The Consignor acknowledges that RMS will not be liable to Consignor for any errors or omissions in the catalogue or other descriptions of a Motor Car(s) or Any Other Lot(s) except in cases involving RMS's gross negligence or willful misconduct, and these descriptions make no guarantees, representations, or warranties whatsoever to the Consignor with respect to a Motor Car(s) or Any Other Lot(s), its/their attribution, legal title, condition, value, or other characteristics.
20. **Odometer Statement(s):** The Consignor will provide duly executed odometer statement(s) to the best of Consignor's knowledge information and belief, on or before the first day of the Auction.
21. **Insurance:**
  - 21.1. The Consignor will be responsible for maintaining adequate property insurance on the Motor Car(s) or Any Other Lot(s) at all times, and this insurance must be at least equal to the aggregate low pre-sale Auction estimate(s) for the Motor Car(s) or Any Other Lot(s), which in each case shall include insurance for damages to the Motor Car(s) or Any Other Lot(s) and shall not be cancellable by the insurance company until after Ownership and Titles has/have passed to the Buyer(s) and the Buyer(s) has/have taken possession of the Motor Car(s) or Any Other Lot(s) from RMS.
  - 21.2. While in RMS' care, custody, and control, RMS will be responsible for maintaining adequate property insurance on the Motor Car(s) or Any Other Lot(s) at all times, and this insurance must be at least equal to the aggregate low pre-sale Auction estimate(s) for the Motor Car(s) or Any Other Lot(s), which in each case shall include insurance for damages to the Motor Car(s) or Any Other Lot(s) and shall not be cancellable by the insurance company until after Ownership and Titles has/have passed to the Buyer(s) and the Buyer(s) has/have taken possession of the Motor Car(s) or Any Other Lot(s) from RMS.
  - 21.3. If the list of Motor Car(s) or Any Other Lot(s) is amended, the Consignor will also be required to insure any additional motor cars or any other lots until a sale is finalized.



**22. Withdrawn Motor Car(s) or Any Other Lot(s):**

22.1. The Consignor acknowledges that RMS has/have incurred and will incur significant costs preparing, advertising, marketing, and promoting the Motor Car(s) or Any Other Lot(s) for the Auction.

22.2. If the Consignor withdraws one or more of the Motor Car(s) or Any Other Lot(s) from the Auction after the signing of this Agreement, the Consignor will pay RMS the commissions that would have been due under this Agreement had the Motor Car(s) or Any Other Lot(s) (a) met their published low estimate(s) or (b) if no published low estimate(s), then the Motor Car(s) or Any Other Lot(s) fair market value(s) as determined by mutual agreement of the Parties, by 5:00 p.m. of the next business day following the auction. [Note: 1967 Firebird should be excluded before signing.]

**23. Mutual Indemnification:** Each of the Khan Trustee, the Michigan Corporate Trustee, and RMS will each indemnify and hold the other parties harmless from any and all losses, costs (including legal expenses), claims, actions, and expenses sustained due to its own breach of this Agreement.

**24. Bidding Restrictions:** The Consignor hereby agrees not to bid on his/her/their Motor Car(s) or Any Other Lot(s). The Consignor shall neither instruct nor permit any other person to bid on behalf of the Consignor for his/her/their Motor Car(s) or Any Other Lot(s). If, however, in violation of the foregoing, the Consignor (or his or her agent) bids on his/her/their Motor Car(s) or Any Other Lot(s) and becomes the successful Bidder, the expenses and commissions on the Hammer Price(s) shall be payable by the Consignor. If the Consignor does not pay in accordance with this clause, his/her/their Motor Car(s) or Any Other Lot(s) may be sold without reserve(s) with RMS retaining the expenses and commissions.

**25. No Joint Venture or Partnership:** The Parties agree that nothing in this Agreement shall constitute any form of joint venture or partnership between them.

**26. Entire Agreement:** This document shall be binding upon the Parties and their respective heirs, personal representatives, and assigns. Except as otherwise expressly provided herein, this Agreement shall not be modified, except in writing. Whenever used in this Agreement, as the contract requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter, and the neuter gender shall include the masculine and feminine.

**27. No Legal or Tax Advice:** This Agreement is an important legal document. The Consignor acknowledges that the Consignor has had the opportunity to consult an attorney before signing this Agreement and has signed this Agreement after having the opportunity to consult with an attorney of their own choosing. Notwithstanding any references to any transactions or arrangements in this Agreement, or any contemporaneous written, oral, or implied understandings of the Parties relating to the subject matter of this Agreement, RMS has not provided legal or tax advice or tax planning services to the Consignor or for the Consignor's benefit in connection with the transactions contemplated by this Agreement, and no one at RMS has acted as the Consignor's attorney or tax advisor.

**28. Data Use:** The Consignor agrees to allow RMS to use their personal information in accordance with RMS' privacy policy. RMS uses your personal information to provide services specifically tailored toward your requirements and to treat you in a personal way; to fulfill your agreements regarding the consignment and purchase of items at RMS auctions and private sales; to provide you with information on upcoming sales; to carry out analysis and market research; to undertake

targeted online advertising; to send status updates and service communications; to improve our websites, products, and services; to provide payment services; and for management and administrative purposes. The full Privacy Policy can be found at the bottom of the RMS website homepage under the Privacy and Terms tab. If you wish to ask any questions regarding the use of your personal information, request a full accounting of what personal information is on file with RMS, unsubscribe to any services, or purge your personal information from RMS' systems, please email [privacy@rmsothebys.com](mailto:privacy@rmsothebys.com).

29. **Anti-Money Laundering:** The Consignor agrees to provide all information and assistance reasonably requested by RMS to comply with RMS' internal anti-money laundering process and to comply with any and all anti-money laundering laws and regulations in force in the jurisdiction in which the Auction is held.
30. **Photography, Videography, and Illustrations:** All photographs, videography, and illustrations commissioned by RMS for the Motor Car(s) or Any Other Lot(s) are the absolute property of RMS, and RMS shall have the absolute right to use the photographs, videography, and illustrations as RMS deems fit.
31. **Other:**
  - 31.1. If any term of this Agreement is invalid or unenforceable, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
  - 31.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a party and transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. /
  - 31.3. The Parties hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be adjudicated in the Bankruptcy Court.
  - 31.4. This Agreement constitutes the entire agreement between the Parties, and, except as stated herein and in the instruments and documents to be executed and delivered, contains all the representations, conditions, and warranties of the respective Parties. This Agreement supersedes and replaces that certain Single Vendor Auction Agreement dated 12 August 2019 by and among RMS and Najeeb Khan and all related agreements entered in connection therewith (collectively, the "Debtor Auction Agreements"), all of which are hereby agreed to be terminated and of no further force or effect. In addition, RMS waives any claim or right to payment that RMS may hold against the bankruptcy estates of Najeeb Khan or any affiliated debtor under the Debtor Auction Agreements or otherwise.
  - 31.5. This Agreement may not be amended or modified in any respect, except by written instrument signed by both Parties and with the prior written consent of the Consignor.

[Signature page to follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective officers or representatives that are duly authorized, as of the date first written.

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

***RM Auctions, Inc. d.b.a. RM Sotheby's***

\_\_\_\_\_  
Kenneth Ahn, President of RM Sotheby's

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

***Mark Iammartino, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estate  
of Najeeb Ahmed Khan***

\_\_\_\_\_  
Mark Iammartino

\_\_\_\_\_  
Printed Name of Witness

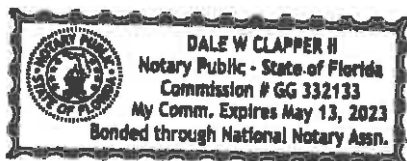
\_\_\_\_\_  
Signature of Witness

***Kelly M. Hagan, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estates  
of NAK Holdings, LLC, GN Investments, LLC,  
and KRW Investments, Inc.***

\_\_\_\_\_  
Kelly M. Hagan

\_\_\_\_\_  
Dale W Clapper II  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness



# **SCHEDULE 2 TO SINGLE VENDOR AUCTION AGREEMENT**

## **LIST OF CARS & BOAT**

Year	Make	Model	VIN
1959	Cummins	Truckster	TBD
1960	Mazda	K360	1054A001
1948	Plymouth	Special DeLuxe Six Station Wagon	P15889313
1959	Lincoln-Zephyr	Coupe	H67590
1950	Studebaker	Commander Custom Starlight	4453269
2018	Jaguar	D-Type	XKD 805
2007	Chevrolet	Impala NASCAR 'Jeff Gordon'	24-428
2018	Dodge	Challenger SRT Demon	2C3CD2H92H100109
1957	Datsun	Adventure Hardtop Coupe	50412693
1938	Pontiac	Parisienne Convertible	8786718876
1954	Buick	Roadmaster Convertible	7A6015247
1937	Cord	812 Supercharged Cabriolet	330731F
1968	Pontiac	Firebird Convertible	223678U611585
1963	Chevrolet	Corvette Sting Ray 'Frodo' Coupe	308378115206
1958	Chevrolet	Corvette 'Frodo'	J58S102873
1999	Shelby	Series 1	XLDJ00238
1965	Shelby	427 S/C Cobra '4000 Series'	CSX4282
1972	Jensen	Interceptor II Saloon	1255231
1961	Ford	HK500 Sport Coupe	HK1CA1
1966	Shelby	GT350 H	SF9465590
1981	DeLorean	DMC-12	SCBDT26T3BD005698
1933	Ford	Roadster Street Rod	18346821
1933	Nash-Healey	Roadster	2367
2015	Jaguar	E-Type Lightweight	S851001
2006	Ford	GT Heritage	1FAFP9D86Y400974

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1964	Aston Martin	DBS 'Vantage Specification'	DBS/1900/R
1960	F.M.R.	Ty 500 'Tiger'	VJN 21054
2005	Morgan	Aero 8	00338
1953	Mercedes-Benz	300 S Roadster	IDC0003595ZZ
1968	Isa	Grifo GL Series 1	GL 810191
1966	Amplicar	770	101369
1959	Cadillac	Eldorado Biarritz	59B039718
1961	Vespa	400	022708
1958	Goggomobil	TL-250 Transporter	A0758
1948	Croley	OC Four 'Happy Wagon' Ice Cream Truck	OC50039
1972	Lotus	Elan S4 Roadster Broadhead	yellow 0319
1965	Lotus	Elan S2 Roadster	264137
1974	Lotus	Europa John Player Special	3463R
1962	Lotus	Elite	1569
1960	MG	MGA Twin-Cam Roadster	YD81212
1962	Austin-Healey	3000 Mk II BJ7	HBT7L8616
1960	Triumph	TR3	TS74212L
1958	Morgan	Plus 4 Roadster	3745
1952	MG	TD	XPAGTD220049
1970	Fiat	850 Spiderette	100CB
1961	Renault	4CV Jolly	3607748
1973	Opel	GT	0407NC2980917
1973	Fiat	124 Spider	124C30064224
1954	Fiat	8V Coupe	106000047
1967	Lotus	7 Roadster	engine FWR512521
1917	Hudson	Shaw Special Race Car	123
1927	Peo Sang	Type 35 Grand Prix	475F8
1953	Fiat	8V Supersonic	106000041
1954	Fiat	8V Coupe	106000080
1972	Ferrari	365 GTB/4 Daytona Spider Conversion	14849

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1967	Subaru	Tiger Mk 1A	B3H200548L RXFE
1965	Griffith	Series 200	2005002, 1019 - L19KA state vin
1929	Austin	7 'Beetleback' Roadster	S802
1937	Morgan	F4 Three-Wheeler	F490
2012	Morgan	3-Wheeler	SA98432854CF202435
1960	Fiat-Abarth	750 GT 'Double Bubble'	100598962
1965	Fiat	F480 Abarth	110F0862866
1947	Fiat	500 A 'Topoliner'	110724
1951	Fiat	500 C 'Topoliner'	YED
1959	Austin-Healey	Sprint Mk 1	16797
1966	Wolmely	Hornet	WA2S282960
1970	Austin	Mini Cooper S	XA2S1142654A
1972	Austin	Mini Pickup	XLU1248769A
1964	Austin	Mini Countryman	AAW75899820
1982	Marria	Minor Traveller	993956
1958	Austin	A35 Van	AV5LCS13958
1958	Fiat	600 Multipla	38288
1992	Nissan	Figaro	FKL1019497
1956	Mercedes-Benz	300 C Sedan	1860176500835
1957	Jaguar	Mark VIII	X71018
1956	Ausolk-Bristol	Roadster	404X2084
1971	Jaguar	E-Type Series 3 Fixed Head Coupe	F2R2B220
1967	Jaguar	E-Type Series 2 4.2-Line Roadster	J671E19662
1956	Jaguar	C-Type	804696
1955	Jaguar	XK 140 MOC Coupe	G35085
1957	Jaguar	XK 140 Roadster	S812947 VIN G953685
1955	Cosper-Jaguar	TBD	CM2/55
1967	Toyota	2000 GT	MF1010100
2017	Jaguar	XE55	XE55775-21
1972	De Tomaso	Pantera	THPND009968

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1956	Measerschmitt	KR 200	57533
1958	Measerschmitt	KR 200 Cabrio	67358
1957	BMW	Letta 300	509090
1958	Zundapp	Jetus	W2571
1959	Goggomobil	TS-250 Coupe	02132084
1961	Autobianchi	Bianchina Special Cabriolet	1007191
1959	Autobianchi	Bianchina Trasformabile	10798
1970	Honda	N600	AN600-1027V9
1964	Subaru	Imp Mk I	3411036142L SX
	Nosmoko	e-Moke	TBD
1966	Aston Martin	DB6	DB6258R
1951	Bristol	403 Saloon	403/1899
1953	Austin	A40 Somerset Coupe	GL SL745945
1967	Ford	Cortina Lotus Mk 1 Saloon	BA7AF859244
1965	Ford	Cortina Lotus Mk 1 Estate Custom	Z87ES3210E
1961	AMC	Metropolitan 1500 Convertible	E 92261
1957	Nash	Metropolitan Coupe	E36464
1958	Lancia	Aurelia B20 Series 6 Coupe	B20S1801
1961	Alfa Romeo	Giulietta Sprint	AR158831
1959	Alfa Romeo	Giulietta Spider	149304904
1981	Triumph	TB8 Convertible	TDVDV8BT402016
1969	Mercedes-Benz	280 SL	113044100008316
1956	Mercedes-Benz	190 SL Roadster	121042550082
1952	Ferrari	225 S Berlinetta	0164ED
1991	Ferrari	Testarossa	2FRRG17A094086832
1970	Fiat	Dino 2400 Spider	DSM459548M
1972	Ferrari	Dino 246 GT	02828
1998	Ferrari	550 Maranello	ZFPFZ849A0W0110699
1955	Harlow	Italia	IT10010
2018	McLaren	720S	SBM14DCADJW001837

2016	McLaren	650S Spider	SBM11FAASGTW005625
1992	Jaguar	XJ220	SAJBEAEXKXZ20686
2010	Alfa Romeo	TZ3 Stradale	1B3A26Z9AV100128
2012	Mercedes-Benz	SLS AMG	WDCR07HAXCA006497
2017	Ferrari	488 Spider	ZFF9BAWA6RR020414
1955	Mercedes-Benz	300 SL Gullwing	198D405500533
1974	Citroën	SM	AC7308D0764
1966	Citroën	DS21 Décapotable	DS214350118
1963	Tatra	2483	06004001
1954	Tulbot	T26 CSL	111003
1937	Brough	Superior 3-1/2-Line 'Dual Purpose' Drophead Coupe	CH6D714160090
1924	Bentley	Model 34-1/2-Line Vanden Plas Four-Seater	406
1939	Tulbot-Lago	T23 Cabriolet	93463
1929	Elcar	Model 8-91 Roadster	A6A22
1936	Austin	Heavy 12/4 Taxi	80776
1919	Pierce-Arrow	Model 38 Four-Passenger Roadster	311365
1930	Rolls-Royce	Phantom II Shooting Brake	67XJ
1920	Locomobile	Model 48 Series 7 Sportif	17212
1904	Clement	12/16 HP Rear-Entrance Tourneau	TBD
2011	Tesla	Roadster 2.0 R80	5YDRE1A6B1001176
1966	Volkswagen	Deluxe '21-Window' Microbus	256111411
1948	Ford	F-100 Pickup	87HY93600
1948	Willys	Jeep Pickup	4WTD20879
1936	White	Glacier National Park Bus	194367
1973	Truk-Tuk	Auto Rickshaw	XL9TT3PA013511005
1957	Isa	Isotacero	B158073
1969	Lamborghini	Milano P400 S	3874
1951	Hudson	Hornet Convertible Brougham	7A46946
1933	Dodge	H44 Tow Truck	H448604671
1946	Fladson	Super Six Pickup	3846004

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1950	Land Rover	Series 1 SWB	6115273
1948	Tatra	T87	3480332
1970	Subaru	360 Police Car	K111111361
1961	Bedford CA	Dormobile	CALV163388
1952	Hudson	Honest Sedan	183883
1967	Ford	Cortina Lotus Mk 1 Saloon	TBD
1937	Railton	Straight 8 Sportman's Coupe	644674
1942	BRF	D16 Transport Truck	SABV380329252378
1978	Toyota	F443 Land Cruiser	F443102908
1997	Hammer	H1	I377A9031VE176636
1963	AMC	Mighty Mite	AMC3307196 (M44 21)
1962	Spey: Puch	Halbinger	5352805
1971	Fiat	Sport 850	337291
1973	Volkswagen	The Thing	1832840262
1977	Triumph	Spitfire 1500	FM666850UC
TBD	TBFD	Formula V	TBD
1979	Fiat	Spider	124CS20147052
1956	Devin	Triumph	chassis 28, engine T81412E
1961	Ford	Yasrus	106077
1972	Honda	Z600	A26001007154
1970	Citrën	Michal	01CA2801
1963	Auto Union	Two-Door	6820133887
1979	Volkswagen	Super Beetle	1592007430
1967	Fiat	1500 Convertible	118K045280
1956	Jaguar	Mark VIII	7500538W
1963	Fiat	1100 Berlina	103G1010341
1953	Fiat	500 C Belvedere	411762
1967	Austin	Mini Motor	AABTL807921
1960	Hillman	Minx Convertible	engine B1005701
1973	Fiat	850 Spider	100CS001770

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1967	Jaguar	E-Type Series 2 4.2-Line Fixed Head Coupe	1E772678W
1961	Fiat	600 D	100D1019439
1993	Suzuki	Delivery Truck	DD51T 236142
1959	Borgward	Isabella	1149737
1966	Fiat	Abarth 850 Spider	100GS007300
1965	Giacca	G Race Car	G40427
1966	Citroën	Van	252280
1970	Triumph	GT6+ Coupe	KC79995L
1969	Honda	S800 Convertible	AES800100548
1962	Renault	Gordini	6856316
2012	Fiat	500 Abarth	3C3C899R1CT314295
1967	Ford	Branco	U15NLA72709
1977	Alfa Romeo	1750	AR1530 380
	Port Carling	Seabird Boat and Trailer	TBD
1967	Amphicar	770	10652372
1960	Hillman	Minx Convertible Project	TBD
1945	Willys	MB	415639
1958	Scamb	SP	A2332150
	Ferraris Lynx	Race car	TBD
	Wolseley	Hornet Mk III "Box Box"	W-A253 99542 or 21172
1966	Jaguar	Mark 2 3.8	22449DN
2014	Toyota	Cumy NASCAR	TBD
2012	Chevrolet	Impala NASCAR 'Dale Earnhardt, Jr.'	88-747
1972	Datsun	240Z	TBD
1968	Leo	Grifo GL Series 1	940212
1970	Fiat	500 L	110F250215
1969	Subaru	360	K1111A407
1966	Austin	Mini Moke	AABRL841453
1958	Ford	Anglia Saloon	F8M7646
1930	Ford	Model A Open Cab Pickup	Engine A2000129

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1959	Cooper-Munaco	TBD	CM159
1963	Land Rover	Series 2A Pickup	251078838
1964	Jeep	CJ7 Renegade	1UCC967A7BT147249
1963	Gleeta	GAR	203
1952	Chevrolet	3100 Pickup	21KPA1143
1955	Mossmachnitz	KR 175	1871449 (doesn't match)
1963	Heinkel	Tourist Scooter	0236937
1966	Honda	S600 Coupe	AS285C1000950
1949	Desoto	Custom Convertible	51376502
1973	Alpine	A110	20266
1927	Hudson	Five Engine	772044
1964	Aurita	Mini Cooper Race Car	AJ2578473276A
TBD	Alfa Romeo	Ducato Race Car	TBD
1967	Mazda	Coono Sport Series I	L10A10260
1962	Triumph	TR4 Race Car	TBD
1932	Hudson	Hornet Convertible Brougham	7B201613
1971	Alfa Romeo	Montreal	AR1425491
1963	Citroën	2CV Sahara	R3509
1962	Jaguar	E-Type Series 1 3.8-Line Race Car	876048
2006	Jaguar	Super 8	SAJWA62C06TTR06720
2015	Tesla	S98D	SY73SA1H2359P75637
1978	Toyota	FJ40	FJ40Z72923
2006	Pontiac	Solstice	1G2MB33896Y104561
1993	Land Rover	Van Defender	SALDEH12002A918640
2013	Jeep	Renegade	1C4BJWCC9DL559410
1960	Jaguar	Mark 2 3.8 Barcham	P216447BW
1967	Honda	S600 Convertible	AS8251009319
1967	Ford	Cortina	BA74MS9831
1971	Pan	RS0 Special	100GB1618153
1957	Chevrolet	Convertible	VCS70175082

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1981	Ford	X1/P	ZFARS00A9B8138756
2012	Mayan	3-Whacker	SA9M32856CT202436
2014	Panther	Waterway	SW156639PA
1967	Pontiac	Firebird	223677U119259
1960	Lotus	Elite Race Car	EB-2021692
1960	Lloyd	LS 600 Kombi Van "Pan Am"	6121907

## LIST OF MOTORCYCLES

Year	Make	Model	VIN
1963	Vespa	Age	34060
2004	Honda	Runs	1HFSC3084A000150
TBD	Harley-Davidson	Heritage Softail	TBD
TBD	Harley-Davidson	Road King with Sidecar	TBD
2016	Indian	Roadmaster	TBD
2013	Harley-Davidson	Road King	TBD
2014	Harley-Davidson	FLD	TBD
TBD	BMW	Motorcycle 1200 GS	TBD
TBD	Harleys	Wanted 2000	TBD
TBD	Honda	Passport	D40J0C3208905
TBD	BMW	R602	1812929
TBD	Vespa	GL 150	79229
TBD	Honda	300	TBD
TBD	Honda	750 Four	TBD
1990	Indian	TBD	350204
TBD	Matchless	TBD	TBD
1965	Triumph	Bonneville	T1208DX13443
1977	Triumph	Silver Jubilee Bonneville	R11111111
1988	Moto Guzzi	TBD	TBD
TBD	Lambretta	150	TBD
TBD	Vespa	Super Corsa	TBD
TBD	Victoria	Avanti	A50566
TBD	Iron	Supersport	GB63584
TBD	Atala	TBD	514488
TBD	Gallena	TBD	GTD3M 1017
1957	Mosconi	Motorcycle	TBD
1957	OCMA	"Devil" Motorcycle	TBD

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TBD	Royal Enfield	TBD	MBFFSV22X2M519076
2013	Kawasaki	TBD	JKALBEC1DDA11133
2014	Indian	TBD	56KCCYAASEB311173
1999	Harley-Davidson	FRW	1HD1FKW19XY617334
2009	Harley-Davidson	1200 Sportster	1HD1CX3179K405510
2009	Harley-Davidson	TBD	1HD1FK4139Y636225
2018	Triumph	T120	8MTD40HL3JT847200

**LIST OF TRUCKS, TRAILERS, & EQUIPMENT**

Year	Make	Model	VIN
TBD	TBD	22-Ft. Ramp-Less Open Trailer	N/A
TBD	Bravo	16-Ft. Enclosed Trailer	N/A
TBD	Argo	Frontier 650 8x8 ATV	N/A
TBD	Hercules	1/2-Ton Platform Utility Truck	N/A
TBD	John Deere	RZ660 Lawn Tractor	1LV5100E1VG400694
TBD	John Deere	350 Mini Excavator	1F90503XTHK281699
TBD	PJ Trailers	40-Ft. Flatbed Trailer	N/A
TBD	Bravo	32-Ft. Top-Along Trailer	N/A
TBD	United	20-Ft. Enclosed Trailer	N/A
2016	Ford	F350 Pickup	1FTRW3D7G8C46517
2007	Freightliner	Four-Door Truck	1FVACVD187HY37252
TBD	TBD	Classic Stack Trailer	N/A
TBD	S&S Welding	53 Transport Trailer	N/A
TBD	Sky Jack	Scissor Lift	N/A
TBD	Toyota	Rock Lift	N/A

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# LIST OF NOSTALGIA & PEDAL CARS

Year	Make	Model	VIN
TBD	Austin	Mini Children's Car	N/A
TBD	Austin	Pedal Car	N/A
TBD	Austin	Pedal Car	N/A
TBD	Bugatti	Type 35 Children's Car	N/A
TBD	Chevrolet	Corvette Kidulac	N/A
1950s	Czech	Pedal Car	N/A
1950s	Ferrari	Pedal Car	N/A
TBD	Ferrari	250 Engine on Stand	225S 0214
TBD	Harley-Davidson	Bicycle	N/A
1968	Hercules	Cart Mower	12196
TBD	Hudson	Original Neon Sign	N/A
TBD	Jaguar	XK 120 Gas-Powered Children's Car	N/A
TBD	Mercury	Monarch Electric Children's Car	N/A
TBD	Morgan	3-Wheeler Electric Children's Car	N/A
TBD	Pegase	Neon Sign	N/A
1950s	Studebaker	Pedal Car	N/A
TBD	Studebaker	Vertical Neon Sign	N/A

**SCHEDULE 12 TO THE SINGLE VENDOR AUCTION AGREEMENT**

**CONTINUING POWER OF ATTORNEY/POWER OF AGENCY**

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THIS CONTINUING POWER OF ATTORNEY/POWER OF AGENCY is given by Mark Iammartino, not individually but solely as trustee for the Chapter 11 bankruptcy estate of Najeeb Ahmed Khan.

1. **REVOCATION:** I hereby revoke any prior power of attorney/power of agency for the collection of motor cars and memorabilia as outlined in Schedule 2 of this Single Vendor Auction Agreement ("Motor Car(s) or Any Other Lot(s)") or any prior power of attorney/power of agency previously given to me that affects the Motor Car(s) or Any Other Lot(s).
2. **APPOINTMENT AND AUTHORIZATION:** I do hereby constitute and appoint RM Auctions, Inc. d.b.a. RM Sotheby's and any affiliated, successor, or designated companies ("RMS") and RMS employees acting in their capacity as an RMS representative to be my lawful Attorney-in-Fact. I specifically provide my Attorney with and only the following powers:
  - 2.1 Facilitating the sale and transferring title(s) for the Motor Car(s) or Any Other Lot(s) in accordance with the Single Vendor Auction Agreement.
3. **AFFIRMATION:** In granting this Continuing Power of Attorney /Power of Agency, I affirm that I am aware of the authority this Continuing Power of Attorney/Power of Agency is granting, specifically the power as outlined in clause 2.1.
4. **DATE OF EFFECTIVENESS:** This Continuing Power of Attorney/Power of Agency will come into effect on the date it is signed and witnessed. It is my intention, and I so authorize my Attorney, that this authority may be exercised from that date forward and shall be exercised during any incapacity on my part to manage the Motor Car(s) or Any Other Lot(s).

\_\_\_\_\_  
Printed Name Grantor

\_\_\_\_\_  
Signature of Grantor

I \_\_\_\_\_ (Notary) this \_\_\_\_\_ day  
of \_\_\_\_\_ (month), \_\_\_\_\_ (year) affirm that Mark Iammartino of  
Development Specialists Inc. subscribed and swore this Continuing Power of Attorney/Power of Agency.

\_\_\_\_\_  
(Signature of Notary)

(Notary Seal)

**SCHEDULE 12 TO THE SINGLE VENDOR AUCTION AGREEMENT**

**CONTINUING POWER OF ATTORNEY/POWER OF AGENCY**

THIS CONTINUING POWER OF ATTORNEY/POWER OF AGENCY is given by Kelly M. Hagan not individually but solely as trustee for the Chapter 11 bankruptcy estates of NAK Holdings, LLC, GN Investments, LLC, and KRW Investments, Inc.

1. **REVOCATION:** I hereby revoke any prior power of attorney/power of agency for the collection of motor cars and memorabilia as outlined in Schedule 2 of this Single Vendor Auction Agreement ("Motor Car(s) or Any Other Lot(s)") or any prior power of attorney/power of agency previously given to me that affects the Motor Car(s) or Any Other Lot(s).
2. **APPOINTMENT AND AUTHORIZATION:** I do hereby constitute and appoint RM Auctions, Inc. d.b.a. RM Sotheby's and any affiliated, successor, or designated companies ("RMS") and RMS employees acting in their capacity as an RMS representative to be my lawful Attorney-in-Fact. I specifically provide my Attorney with and only the following powers:
  - 2.1 Facilitating the sale and transferring title(s) for the Motor Car(s) or Any Other Lot(s) in accordance with the Single Vendor Auction Agreement.
3. **AFFIRMATION:** In granting this Continuing Power of Attorney /Power of Agency, I affirm that I am aware of the authority this Continuing Power of Attorney/Power of Agency is granting, specifically the power as outlined in clause 2.1.
4. **DATE OF EFFECTIVENESS:** This Continuing Power of Attorney/Power of Agency will come into effect on the date it is signed and witnessed. It is my intention, and I so authorize my Attorney, that this authority may be exercised from that date forward and shall be exercised during any incapacity on my part to manage the Motor Car(s) or Any Other Lot(s).

\_\_\_\_\_  
Printed Name Grantor

\_\_\_\_\_  
Signature of Grantor

I \_\_\_\_\_ (Notary) this \_\_\_\_\_ day  
of \_\_\_\_\_ (month), \_\_\_\_\_ (year) affirm that Kelly M. Hagan of Hagan  
Law Offices, PLC subscribed and swore this Continuing Power of Attorney/Power of Agency.

\_\_\_\_\_  
(Signature of Notary)

(Notary Seal)